

**TOWN OF TIVERTON
INVITATION TO BID**

Separate sealed bids will be received by the **TOWN OF TIVERTON, RHODE ISLAND** for **Tiverton Fire Station furnace removal and installation** on or before **2:00 p.m.** on **Wednesday, December 7, 2016** at the office of the Town Clerk, 343 Highland Rd, Tiverton, RI and at that time will be opened and read in public.

All bids must be submitted on Business letterhead, in duplicate and clearly marked:
(Sealed Bid)

Tiverton Fire Station furnace removal and installation

Bids must be enclosed in an sealed envelope addressed to "Town Clerk, Tiverton Town Hall, 343 Highland Road, Tiverton, RI 02878" and bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Tiverton reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Tiverton.

Robert D. Lloyd
Chief of Department

BID INFORMATION, REQUIREMENTS, SPECIFICATIONS, STANDARD AND SPECIAL INSTRUCTIONS

BID INFORMATION

BIDS DUE BY: *Wednesday, December 7, 2016 at 2:00 p.m.*
BID OPENING DATE: *Wednesday, December 7, 2016 at 2:00 p.m.*

BID RECEIPT LOCATION:

Town Clerk's Office
Tiverton Town Hall
343 Highland Road
Tiverton, RI 02878

BID OPENING LOCATION:

Town Council Chambers
Tiverton Town Hall
343 Highland Road
Tiverton, RI 02878

Sealed Envelopes Must Be Marked As Follows:

“Tiverton Fire Station furnace removal and installation”

The effective date of AWARD shall be on or about December 12, 2016.

Single Point of Contact: All requests for information related to this bid package shall be directed to:

**Robert D. Lloyd
Chief of Department
Tiverton Fire Department
85 Main Road
Tiverton, RI 02878
401-625-6707**

Email Address: chief@tivertonfire.com

BID REQUIREMENTS

1. Potential bidders are welcome to visit the site to view the job. Bidders should contact Chief Robert Lloyd at 401-625-6707 or chief@tivertonfire.com to schedule an appointment.
2. Sealed bids will be accepted in the Town Clerk's Office until 2:00 p.m. on December 7, 2016.
3. Sealed bids will be opened in the Town Council Chambers at 2:00 p.m. on Wednesday, December 7, 2016.
4. Sealed envelopes must be marked "**Tiverton Fire Station furnace removal and installation**" and submitted to the Town Clerk's Office.
5. Proposals shall be for the removal and replacement of one (1) existing furnace located at 287 East Road, Tiverton, RI 02878 Tiverton Fire Station 1. Current Furnace at this location is 425,000 Oil Fired unit. We are seeking bids for the removal of the current furnace and the installation of a new 425,000 BTU oil boiler, 40 gallon indirect water heater, new circulators, relays, valves, pipe, fittings and electrical to complete job. If an equivalent or alternate unit is being proposed, that should be specified in the bid citing make and model of the proposed unit. Contractor will make new duct connections to and from new furnace to tie into all existing duct work.
6. Proposed bid prices shall INCLUDE ALL LABOR, equipment/unit, and material costs. Bids should include removal of old system and indicate if disposal cost is included. Bidder must have a master pipefitter's license and be licensed/registered as such in the State of Rhode Island, and must meet all requisite compliance and regulatory standards in their respective trade. **The bidder must furnish a copy of their liability insurance and contractor's registration card along with their bid.** Bidder must meet electrical and plumbing codes for the Town of Tiverton, located at Town Hall at 343 Highland Road, Tiverton, RI 02878 during normal business hours.
7. Proposals shall be submitted on company letterhead.
8. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.
9. Vendors are required to submit two (2) copies of their bids.
10. The Town of Tiverton shall award the bid to the responsible bidder whose proposal is determined, in writing, to be the most advantageous to the Town taking into consideration price and evaluation factors stated in the Request for Proposals (RFPs). The award shall be made on the basis of the lowest evaluated or responsive bid price. This applies to negotiation after competitive bidding, not to the bidding itself.

11. The Town of Tiverton is exempt from Federal excise taxes and State sales taxes.
12. No price escalation clauses will be accepted.
13. The successful bidder must furnish a General Liability Insurance Certificate to the Town of Tiverton, within fifteen (15) calendar days after the bid award date.
14. The successful bidder must enter into a Contractual Agreement with the Town of Tiverton within fifteen (15) days after the bid award date.
15. No bidder may withdraw his bid within ninety (90) days after the bid is submitted.
16. Contracts may be competitively negotiated when it is determined, in writing, by the Town Administrator that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition.
17. The contractor shall complete the project by February 1, 2017.
18. Kindly contact Robert D. Lloyd, Chief of Department at (401) 625-6707, or via email, at chief@tivertonfire.com, with any questions, regarding this Request for Proposals and/or bidding process.

STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF TIVERTON, RHODE ISLAND

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE TOWN OF TIVERTON AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Town Clerk, Town of Tiverton, Rhode Island until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on Company Letterhead. Bids must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- A. Envelope containing bid must be sealed and addressed to the office of the Town Clerk, Tiverton Town Hall, 343 Highland Road, Tiverton, Rhode Island 02878 and must be marked with the name of the project and name and address of bidder.
- B. The Town Administrator or his designee will open the bids at the specified time, and no bid received thereafter will be considered.
- C. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- D. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- E. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

F. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal outlined in their submission. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax

The Town is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph1, as amended.

6. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

7. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

8. Delivery

All prices must be on the basis of F.O.B. Delivery Point Tiverton, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between 9:00 a.m. and 3:00 p.m., Monday thru Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Treasurer.

9. Affirmative Action

Any firm providing services to or doing business with the Town of Tiverton, Rhode Island shall adhere to the Town's Affirmative Action Plan for Equal Employment.

10. Town's Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

11. Insurance

The SUCCESSFUL BIDDER shall provide the following insurances in accordance with the General Conditions:

A. Workers' Compensation Insurance

The SUCCESSFUL BIDDER shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's General Liability Insurance in the amount of \$100,000 for the benefit of his/her employees not protected by such compensation laws.

B. Contractor's Comprehensive Public Liability and Property Damage Liability Insurance

The SUCCESSFUL BIDDER shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and subject to that a limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident; and subject to a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

C. Comprehensive Automobile Liability and Property Damage Insurance

The SUCCESSFUL BIDDER shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person; and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to

or destruction of property.

D. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the SUCCESSFUL BIDDER, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.

12. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will

affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

13. Wage Rates

In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor and Training.